

# Caboodle Web Design Web Hosting Terms & Conditions

The Nielsen Family Trust trading as Caboodle Web Design

*Last updated: 8 May 2026*

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Caboodle Web Design (The Nielsen Family Trust ABN trading as Caboodle Web Design) provides a variety of online hosting services, including website hosting, mail hosting, database services and URL forwarding. Since these services use resources that are shared by many users, the benefits of using the service must be balanced with certain obligations and responsibilities to ensure that all users can have a productive experience.

The following terms and conditions apply to the provision of all Services. By using Caboodle Web Design's services you are deemed to have accepted these terms and conditions and are bound by them.

## 1. Caboodle Web Design General Terms & Conditions

### 1.1 Service Availability

1.1.1 Caboodle Web Design shall take reasonable steps to provide continuing availability of the Server and the Services but we shall not, in any event, be liable for Service interruptions or down time of the Server.

1.1.2 In no event will Caboodle Web Design be liable to you for loss of data, or the inability to retrieve data, resulting from or incidental to the use of a Service.

1.1.3 Clients are strongly encouraged to maintain their own independent backups of all website data, files, databases and email. Caboodle Web Design will endeavour to maintain server-level backups but cannot guarantee the availability, completeness or currency of such backups.

### 1.2 Indemnity

1.2.1 You agree it is your obligation and responsibility to ensure your website is regularly maintained and updated in accordance with your website system requirements.

1.2.2 Caboodle Web Design shall take no responsibility for the maintenance and updates of your website.

1.2.3 You agree that any technical service or assistance performed by Caboodle Web Design in association with the restoration of your service will be at your expense (\$150/hr inc GST).

1.2.4 You agree to indemnify and keep indemnified against any claim brought against us by a third party resulting from the provision of Services by us to you and your use of the Server, and in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including legal costs and expenses), or liabilities, suffered and incurred by us in consequence of your breach or non-observance of these terms.

### 1.3 Termination

1.3.1 Caboodle Web Design may terminate this agreement if you fail to pay any sums due to us as they fall due. Caboodle Web Design may suspend all services within an account prior to termination should any invoice in the account be outside of our trading terms.

1.3.2 Caboodle Web Design may terminate this agreement immediately if you breach any of these terms and conditions, or if you are a company you go into insolvent liquidation, or if you are a person you are declared bankrupt.

1.3.3 On termination of this agreement (in relation to Website hosting) Caboodle Web Design shall be entitled immediately to block your Web Site and to remove all data located on it. Caboodle Web Design will hold such data for a period of 14 days and allow you to collect it, at your expense (\$150/hr inc GST), failing which we shall be entitled to delete all such data.

1.3.4 On termination of this agreement Caboodle Web Design shall also be entitled to immediately cease any of our other Services to you (apart from Web Site hosting) without holding any backup data for retrieval by you.

1.3.5 Without limiting the section below on our Exclusion and limitation of liability, Caboodle Web Design will not be liable to you for any cost, expense, damage or loss whatsoever for terminating this agreement.

1.3.6 Caboodle Web Design shall not be liable for any delay or failure to perform its obligations pursuant to this agreement if such delay or failure is due to termination of access to the Hosted Application or to Software by a Supplier or a change by a Supplier to the conditions of supply thereof.

1.3.7 If you wish to terminate your account with Caboodle Web Design, you must do so by submitting a request for cancellation, otherwise your account will be automatically renewed for the same subscription period. To submit the cancellation please send your request to [contact@caboodleweb.com](mailto:contact@caboodleweb.com)

1.3.8 In the event of customer requested cancellation of a renewed service, Caboodle Web Design will complete the cancellation request at the first available opportunity. Services are required to be cancelled prior to renewal; for cancellations submitted after the scheduled date of renewal there are no credits and no refunds.

#### **1.4 Payment**

1.4.1 All charges payable by you to Caboodle Web Design for the Services shall be in accordance with the relevant scale of charges and rates published from time to time by us on our website and shall be payable within seven (7) days of receipt of our invoice.

1.4.2 The provision by us of the Services is contingent upon Caboodle Web Design having received payment in full from you in respect of the relevant Services. If any sum payable is not paid on or before the due date, Caboodle Web Design reserves the right, at our sole discretion, to suspend the provision of Services to you.

#### **1.5 Exclusion and Limitation of Liability**

1.5.1 To the full extent permitted by law we hereby exclude all conditions and warranties not expressly set out herein. Caboodle Web Design makes no express or implied warranties with respect to any goods or services provided under or incidental to this agreement.

1.5.2 Caboodle Web Design's total aggregate liability to you for any claim in contract, tort, negligence, equity or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim, provided that you notify us of any such claim within one year of it arising.

1.5.3 In no event shall Caboodle Web Design be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

#### **1.6 Security Incidents and Data Breaches**

1.6.1 Caboodle Web Design will take reasonable steps to maintain the security of the hosting infrastructure. However, we cannot guarantee that the server will be free from unauthorised access, cyberattacks, or third-party exploits, including zero-day vulnerabilities in server software beyond our reasonable control.

1.6.2 In the event of a security incident affecting your hosted services, Caboodle Web Design will endeavour to notify you promptly and take reasonable steps to restore services. However, Caboodle Web Design shall not be liable for any loss, damage or exposure of data resulting from such incidents where they arise from causes beyond our reasonable control.

1.6.3 Where a security incident may involve the exposure of personal or sensitive data stored on your website, it is your responsibility as the data controller to assess your obligations under applicable Australian privacy law, including but not limited to the Privacy Act 1988 (Cth) and the Notifiable Data Breaches scheme. Caboodle Web Design is not responsible for your compliance with these obligations.

1.6.4 Clients who store sensitive, personal, medical or financial data on their hosted website are strongly advised to seek independent legal and security advice regarding their data handling obligations and to ensure appropriate safeguards are in place.

#### **1.7 Important Note - Force Majeure**

1.7.1 Caboodle Web Design is not liable for default or failure in performance of its obligations resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, strikes, labour disputes, cyberattacks, or any other cause beyond the reasonable control of Caboodle Web Design.

#### **1.8 Notices**

1.8.1 Any notice to be given by either party to the other may be sent by email, post or courier to the address of the other party as appearing in this agreement. If sent by email, notice shall be deemed received on the day it was sent.

#### **1.9 Severability**

1.9.1 If any clause of these terms and conditions is held to be invalid or unenforceable in whole or in part, the invalid or unenforceable wording shall be deemed to be omitted.

#### **1.10 Assignment**

1.10.1 The benefit of this agreement may be assigned by Caboodle Web Design. You may transfer this agreement provided that you give Caboodle Web Design notice in writing.

### **1.11 Change to Terms on Renewal**

1.11.1 Caboodle Web Design may change the terms and conditions of this Agreement at any time. Details of our current terms are available on our website. Any renewal of a Service will be in accordance with the terms and conditions in place as at that time.

### **1.12 Entire Agreement and Governing Law**

1.12.1 These terms and conditions constitute the entire agreement between Caboodle Web Design and you, and supersede all prior agreements, understandings and representations whether oral or written.

1.12.2 The Contract is to be interpreted in accordance with the laws of the State of Queensland. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of that State and the Federal Court of Australia (Brisbane Registry).

### **1.13 Joint Liability**

1.13.1 If you (the customer) consist of more than one person then the liability of those persons in all respects under the Agreement shall be a joint liability of all of those persons and a liability of each of those persons severally.

### **1.14 Consent to Communications**

1.14.1 Caboodle Web Design will from time to time issue email notifications relating to our services including newsletters, announcements, promotional offers and surveys. By entering into agreement with these terms, you agree to receive email communications until such time as you opt out.

1.14.2 You will not be able to opt out of Critical Service Notifications, Renewal, Billing and Account Notifications, Scheduled Downtime Notifications or any other communications deemed essential to our service.

### **1.15 Third Party Hosting Infrastructure**

1.15.1 Caboodle Web Design provides hosting services utilising infrastructure operated by a third party hosting provider. Whilst Caboodle Web Design takes reasonable steps to select and maintain a reputable provider, we are not liable for failures, outages, security incidents or data loss that originate at the infrastructure level and are beyond our direct control.

1.15.2 In the event of an infrastructure-level incident, Caboodle Web Design will liaise with the hosting provider on your behalf and keep you informed, but resolution timelines are subject to the hosting provider's own processes and are outside our direct control.

## **2. Web Hosting / Email / Security**

2.1 Caboodle Web Design specifically excludes any warranty as to the accuracy or quality of information received by any person via the Server and in no event will Caboodle Web Design be liable for any loss or damage to any data stored on the Server. You are responsible for maintaining insurance cover in respect of any loss or damage to data stored on the Server. You warrant to Caboodle Web Design that you will only use your Web Site for lawful purposes.

2.2 You warrant and undertake that:

2.2.1 You will not use the Server in violation of any law or regulation.

2.2.2 You will not knowingly or recklessly post, link to or transmit any material that is unlawful, threatening, abusive, harmful, defamatory, obscene, pornographic, or otherwise objectionable, or that contains a virus or other hostile computer program.

2.2.3 Any transactions within your website which are contracts for the sale of goods or services will be between you as the merchant and your end-user customer. Caboodle Web Design expressly excludes liability in respect of such purchases and transactions.

2.2.4 The information contained within your website will comply with all applicable law and codes of practice governing the use of websites, including those governing distance selling and data protection.

2.2.5 You will keep secure any identification, password and other confidential information relating to your account, including cPanel, FTP and any other access credentials provided by Caboodle Web Design. You will notify Caboodle Web Design immediately in writing of any known or suspected unauthorised use of your account or breach of security. You will be liable for any and all uses of your account notwithstanding any fraudulent or improper use of your credentials.

2.3 You are responsible for sending mail in accordance with any relevant legislation including the Commonwealth Spam Act (2003). Caboodle Web Design will take all reasonable steps to ensure accurate routing of messages but will not accept liability for non-receipt or mis-routing of email.

2.4 Whilst Caboodle Web Design shall use reasonable endeavours to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users, hackers, or exploit of third-party software vulnerabilities.

2.5 Caboodle Web Design does not warrant that our security measures will prevent every attack or intrusion. Caboodle Web Design makes no warranty that the service will be error free or free from interruption or failure.

2.6 The hosting service disk space pertains only to files required for the normal operation of your website. Hosting plans are expressly prohibited from use as an online file repository.

2.7 You warrant to Caboodle Web Design that any content published to your file space does not violate the rights of any third party. Any site hosting material that violates third party rights may be suspended or terminated at the sole discretion of Caboodle Web Design.

2.8 Any action or process that unreasonably consumes resources degrading the shared environment for other users is subject to review and may result in suspension.

### **2.9 Client Responsibility for Software Maintenance**

2.9.1 You are responsible for ensuring that any content management system (including WordPress, Joomla, or similar), plugins, themes and other software installed on your hosted website are kept up to date. Outdated software is a common vector for security breaches and Caboodle Web Design accepts no liability for incidents arising from your failure to maintain software currency.

2.9.2 Caboodle Web Design reserves the right to suspend or restrict access to a hosted website where outdated or insecure software is identified as posing a risk to the server environment or other hosted clients.

### **2.10 Data Controller Responsibility**

2.10.1 Where your website collects, stores or processes personal, medical, financial or other sensitive data, you are the data controller for that data under applicable Australian privacy law. Caboodle Web Design is not the data controller for content stored on your website and is not responsible for your compliance with the Privacy Act 1988 (Cth), the Australian Privacy Principles, the Notifiable Data Breaches scheme, or any other applicable legislation.

2.10.2 Clients who store sensitive data are strongly advised to seek independent legal and security advice regarding their obligations and to ensure appropriate safeguards are implemented within their website and systems.

2.10.3 In the event of a security incident, Caboodle Web Design will provide reasonable assistance and information to support your assessment of any potential data exposure, but assessment of notification obligations and communications to affected parties remain your sole responsibility.

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*By replying to the email accompanying this document with 'confirmed' or 'agreed' you acknowledge that you have read and accept these terms and conditions. If you have accessed this document directly, please contact us via email to confirm your acceptance.*